

Education Service Employees of College Place

And

College Place School District No. 250

Collective Bargaining Agreement

2010 – 2011

This partial agreement is in response to the District and Association's joint desire to meet the needs of collective bargaining so that unit members will not be financially impacted in a negative way during the process of the bargaining an initial contract.

Please acknowledge that the numbering system reflects bargaining yet to be completed.

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*TBB = To Be Bargained

THIS AGREEMENT is made and entered into by and between College Place School District No. 250 Board of Directors, hereinafter referred to as the "Board," and the Education Service Employees of College Place, hereinafter referred to as the "Association."

It is the purpose of this Agreement to achieve and maintain harmonious labor-management relations between the Board and the Association in order to effectuate the provisions of RCW 41.56, the Public Employee's Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of the bargaining unit members represented by the Association.

ARTICLE I – ADMINISTRATION

SECTION 1: RECOGNITION Following a PERC certification process, the Board hereby recognizes the Washington Education Association as the exclusive bargaining representative for Education Service Employees of College Place which includes all full-time and regular part-time non-supervisory classified employees of the College Place School District, excluding bus drivers, confidential employees and all other employees.

- 1.1 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the bargaining unit members, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- 1.2 The term **employee** when used hereinafter in the Agreement shall refer to all classified employees represented by the Association.
- 1.3 Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.
- 1.4 Monetary value of all existing and newly created positions will be bargained with the Association.

SECTION 2: STATUS OF AGREEMENT

- 2.1 Throughout this Agreement, certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the Board. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement.

- 2.2 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- 2.3 This Agreement may be reopened on any item(s) during the term of the contract by mutual consent of the parties. Any modification of the contract will be by written mutual agreement of the parties.
- 2.4 All wages, hours, terms and conditions of employment will remain in full force and effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the Agreement.

SECTION 4: DEFINITIONS

- 4.1 **Association** or union when used in this Agreement shall refer to the Education Service Employees of College Place.
- 4.2 **Bargaining unit member** or unit member shall mean an employee who is included in the Education Service Employees of College Place bargaining unit as defined in Article I and, therefore, is covered by the terms and provisions of this Agreement.
- 4.3 **Association member** is a bargaining unit member that has joined the Association.
- 4.4 **Day** shall mean Monday thru Friday, excluding legally observed holidays.
- 4.5 **Work day** shall mean any day Sunday thru Saturday on which unit members are required to render service to the District.
- 4.6 **Work week** shall mean Sunday at 12:00 AM thru Saturday at 11:59 PM.
- 4.7 **District** shall mean the College Place School District No. 250.
- 4.8 **Evaluator** shall mean the employee's designated administrator.
- 4.9 **Hourly rate of pay** is the amount of money a unit member is paid per hour based on her/his placement on the appropriate salary schedule.
- 4.10 **Administrator** shall mean the administrative or management employee who is a supervisor of unit member(s) and is a non-unit member.
- 4.11 **School** shall include any work location center, unit, or where unit members are providing school sponsored services.
- 4.12 Use of one gender shall be interpreted as including the other gender.
- 4.13 **Full-time employee:** A unit member who works, or is expected to work on an annual basis, six (6) or more hours per day, two hundred sixty (260) days per year.
- 4.14 **Regular Part-time employee:** A unit member who works, or is expected to work on an annual basis, a minimum of nine (9) full months.

- 4.15 **Substitutes:**
- a. Occasional – day-to-day replacement
 - b. Long Term - extended leave replacement (30 consecutive days in one job classification)
- 4.16 **Seniority** is defined as the length of full-time or regular part-time employment within a covered bargaining unit position in the College Place School District.
- 4.17 A **position** is defined by each job description.
- 4.18 **Hire date** is defined as the date an employee first begins full-time or regular part-time work in a covered bargaining unit position in the District.
- 4.19 **Longevity**
- a. District longevity is defined as the length of time in the District starting from the hire date.
 - b. State longevity is defined as the length of employment within a qualifying 'like' job in another Washington State Public School District, in which the position held will be verified by the District(s). A 'like job' determination will be made in good faith by the District Administration.
 - c. Longevity is not a factor for layoff/recall or assignment/transfer considerations.
 - d. Longevity is a factor for placement on the salary schedule.
- 4.20 **Qualification/Qualified** is defined as meeting the required knowledge, skills and job results as indicated on the job description.
- 4.21 **Suitability** is determined by matching the candidate's current skills, abilities, knowledge, past evaluations, other administrative references to the abilities listed on the job description.
- 4.22 A **vacancy** is a position which has been permanently vacated (and which the District will fill) or which has been newly created.
- 4.23 An **assignment** is defined as the placement to a position.
- 4.24 A **transfer** is movement from one position to another.
- 1) A voluntary transfer is a re-assignment requested or agreed upon by the employee.
 - 2) An involuntary transfer is re-assignment that is not agreed upon by the employee but imposed by the District.

SECTION 5: CONFORMITY TO LAW

- 5.1 This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement or any application of this Agreement should be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions of the Agreement shall continue in full force and effect.
- 5.2 In the event a provision(s) is/are determined to be contrary to law as stated in 5.1, such provision shall be renegotiated.

SECTION 6: DISTRIBUTION OF AGREEMENT

- 6.1 Following ratification and signing of this Agreement, the District shall upload a copy of this agreement to the District's website. All classified employees new to the District shall be provided a copy of the Agreement by the District upon date of hire, and such Agreement shall be available from the District's website for review to all applicants for bargaining unit positions.
- 6.2 There shall be two (2) signed original copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

SECTION 7: AGREEMENT/ADMINISTRATION/INTERPRETATION

- 7.1 A system of open communication will be maintained by the Association officials and District administrators. They shall meet regularly to discuss school concerns or issues relating to the interpretation or compliance with the Collective Bargaining Agreement or other school issues. When a request is made, the meeting shall be held as soon as the parties can meet.

ARTICLE II – BUSINESS

SECTION 1: DUES, DEDUCTIONS AND REPRESENTATION FEES

- 1.1 All members of the bargaining unit shall, as a condition of employment, be a member of the Association or pay an amount equal to the dues of the Association.
- 1.2 The District shall comply with this provision by deducting from the employee's salary, each pay period, the dues required of membership, or for non-members, a fee equivalent to such dues. This provision safeguards the rights of employee non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.
- 1.3 The District shall transmit the dues to the designated account each pay period.

SECTION 2: ASSOCIATION RIGHTS

- 2.1 The Association shall have, in addition to other rights expressly set for or provided by statute, the following rights:
- 2.2 The Association shall be provided with space for a reasonably-sized bulletin board for the purpose of posting Association materials at agreed upon common work sites. The Association shall also have the right to use the school mail and email services to distribute Association material. Unit members shall be allowed to use the network for Association business. Association business shall occur outside of paid time or while on breaks. The Association shall not use District consumable supplies when using the District's technology services.
- 2.3 The Association shall implement the District facility use process and procedures when needing to use District's facilities. The Association shall not use District consumable supplies when using the District's equipment and/or facilities.
- 2.4 The District acknowledges that the Association has a duty to represent its members; therefore, for that purpose, Association representatives shall be permitted to transact Association business on school premises at reasonable times. If at all possible, breaks and lunch time will be used. If it is necessary to conduct business outside of breaks and lunch, the immediate administrator or superintendent will approve. The intent is not to negatively disrupt the work flow, as well as to protect Association leaders from loss of pay.

- 2.5 The employee will be informed of his or her right to Association representation prior to any meeting being held that may result in any formal discipline.

SECTION 3: EMPLOYEE RIGHTS

- 3.1 The District and the Association jointly agree that employees shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining. Neither the District nor the Association shall directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Acts or other laws of Washington or the Constitutions of Washington and the United States.
- 3.2 Nothing contained within this Agreement shall be construed to deny or restrict any employee any rights he may have under applicable laws and regulations.
- 3.3 The employer shall investigate and take appropriate disciplinary action when an employee complains that he/she has been sexually (verbally or physically) harassed.
- 3.4 An employee shall have the right to bring job related matters to the attention of appropriate Association representatives and/or appropriate officials of the District.
- 3.5 The District will follow State and Federal anti-discrimination laws.

SECTION 4: MANAGEMENT RIGHTS

- 4.1 The College Place School District Board of Directors, directly or indirectly through the Superintendent or designee, retains all rights to the administration of the District. These rights include, but are not limited to: operational management, control of school properties and facilities, supervision of curriculum and instruction, athletic and recreation programs, and the selection, assignment, transfer, promotion and demotion, and discipline or dismissal of all personnel.
- 4.2 The Board, acting on behalf of the electorate of the School District, retains and serves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and the United States.
- 4.3 The right to make rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the Rights of the Association and the employees.

ARTICLE III – PERSONNEL

SECTION 1: A FAIR PROCESS AND JUST CAUSE

- 1.1 No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member.
- 1.2 Any unit member disciplined under this contract shall have the right to a fair, thorough and reliable process. In that process, employees have rights which include, but are not limited to, the following: The District shall provide an accused with a written summary with sufficient information that gives a clear and informed description of the nature and cause of the allegation. Through the course of any type of investigation done by the District, the accused will have the opportunity to respond verbally or in writing. The District is responsible for keeping the accused informed of the timeline and progress of the investigation. Near the conclusion of the investigation, the District will provide the accused with a semi-final written summary so that the accused may respond again, if they desire, before the final written summary is given to the Superintendent, or designee, for evaluation and consideration of possible discipline.

SECTION 2: PROGRESSIVE DISCIPLINE

- 2.1 The District agrees to follow a policy of progressive discipline. Depending upon the circumstances of the misconduct and up to three (3) years of the employee's past history, the continuum of sanctions generally available to the District would be (from least to most severe):
 - a. oral warning
 - b. written warning
 - c. written reprimand
 - d. suspension
 - e. discharge
- 2.2 Following a policy of progressive discipline does not restrict the District from counseling the employee. Counseling sessions can be verbal and/or written and shall include expectations and standards of acceptable act/actions for the employee. Counseling sessions are not considered a form of discipline, but may serve as notice that discipline may result if corrective action is not taken.
- 2.3 An employee will be notified in advance of any meeting that could reasonably be anticipated to end in disciplinary action being taken against the employee. The employee has the right to request that an Association representative be in attendance at the meeting provided the employee requests that the representative be present. The Association agrees not to unreasonably delay arranging for the representative's presence once requested.

- 2.4 The District agrees to follow a policy of respectful treatment when the District is administering corrective disciplinary action against an employee. Counseling sessions and discipline will be done in private.
- 2.5 Removal of material from a personnel file is referenced in this collective bargaining agreement in Article III, Section 10.6.

SECTION 8: REIMBURSEMENT

- 8.1 The District shall maintain insurance coverage for employees as described in RCW 28A.400.370.

SECTION 9: EMPLOYEE EVALUATIONS

- 9.1 Administrators will meet with new employees to discuss their job description within one (1) month of hire. The Administrator and new employee will sign off on the job description and it will be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

The Human Resources Department will compile and distribute a list showing each employee's evaluator prior to November 1st of each year.

Bargaining unit job descriptions will be made available via the District's web site.

- 9.2 Evaluations will transpire as follows for employees that are receiving satisfactory ratings:
 - a. New hires—regular part-time (school year employees) will be evaluated at three (3) and six (6) working months.
 - b. New hires—full time (12 months employees) will be evaluated at three (3), six (6) and twelve (12) months.
 - c. After the initial year of employment, each employee shall be evaluated at least once annually by March 31st.
- 9.3 Criteria for evaluating bargaining unit members will be based on the job description of their specific position assignment.
- 9.4 Before a rating of 2 is given an employee, a performance counseling session will have happened. Severity and frequency of the performance deficiency will be considered when giving this rating. Any rating of 2 will receive additional administrative support and guidance to improve performance. Additional guidance will consist of three (3) consecutive, weekly, face-to-face conversations between the Administrator and employee. If a meeting happens outside of the normal work, schedule extra pay will be available.
 - a. 1st meeting will discuss desired outcomes.
 - b. 2nd meeting will discuss progress towards desired outcomes.
 - c. 3rd meeting will/may conclude discussion regarding progress and
 - 1) State success in meeting the desired outcomes;
 - 2) If considerable progress has been made, an agreement can be made to extend this process.

- 3) If unsuccessful, the employee will start at the beginning of the process as if they had received a 1 rating.
 - d. Written documentation will be maintained at each meeting and included as an extension of the evaluation document and placed in the personnel file.
- 9.5 Before a rating of 1 is given, an employee will be given multiple performance counseling sessions. Severity and frequency of the performance deficiency will be considered when giving this rating. Any rating of 1 will receive additional administrative support and guidance to improve performance. Additional guidance will consist of 5 consecutive weekly face-to-face conversations between Administration and employee. If a meeting happens outside of the normal work schedule extra pay will be available.
 - a. 1st meeting will discuss desired outcomes; will include the superintendent and/or his designee and Association representation.
 - b. 2nd meeting will discuss progress towards desired outcomes; will include the superintendent and/or his designee and Association representation.
 - c. 3rd meeting will discuss progress towards desired outcomes.
 - d. 4th meeting will discuss progress towards desired outcomes.
 - e. 5th meeting will discuss progress towards desired outcomes.
 - f. Within 1 week of the 5th meeting, a re-evaluation of performance will be completed and given to the employee. The re-evaluation will be based on performance since the last evaluation, and will include documented information received from at least one observation by the evaluating administrator. Participants include: Evaluating administrator, Employee, Superintendent and/or designee, and Association Representation. If the result of the re-evaluation shows:
 - 1) A 3 or above rating, the process will be considered complete.
 - 2) A 2 rating (showing progress), then three (3) additional meetings to discuss progress towards desired outcomes will happen; after which another re-evaluation will be completed.
 - 3) A 1 is received for a second time, then termination will be the result.
 - g. Written documentation will be maintained at each meeting and included as an extension of the evaluation document and placed in the personnel file.
- 9.6 The bargaining unit member shall be given a copy of their evaluation, and any data collection sheets (with the submitters name excluded) used in the evaluation, at least one (1) day before the conference to discuss it.
- 9.7 Under the law there is no right to Association Representation at evaluation conferences.
- 9.8 Any information shared with the evaluating administrator for the evaluation process shall be recorded on Data Collection Sheet(s), with the exception of those unit members that have supervising teachers. Supervising teachers will work directly with the evaluating administrator to share performance information for inclusion in the unit member's evaluation.

- 9.9 Employees shall have the right to respond to evaluations in writing. Such written response shall be attached to the evaluation if received within 5 days.
- 9.10 No bargaining unit member shall be required to sign a blank or incomplete evaluation form.

SECTION 10: PERSONNEL FILES

- 10.1 The District shall maintain a centrally housed personnel file on every employee and operate its personnel file system consistent with this section.
- 10.2 Present or former bargaining unit members shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy, at District expense, of any documents contained therein shall be afforded the employee. Anyone at the individual's request may be present for this review. Such file shall be known as the "official" personnel file for that employee.
- 10.3 When material is critical of a unit member, the person responsible for placing this material in the unit member's file must forward a copy of the material to the unit member. Any material critical of a unit member which is not shown to him/her within ten (10) days after placement in his/her file shall not be allowed as evidence in any grievance or disciplinary action against such unit member.
- 10.4 Within ten (10) days after the date of the unit member's inspection of his/her personnel file as provided for in Section 10.2, above, the employee shall have the right to submit for inclusion in the file his/her own written comments regarding a document found during the inspection. Records of a disciplinary action taken against the employee or a performance evaluation of the employee found upon inspection that lacks a signed acknowledgment of receipt from the employee may be acknowledged at that time in writing by the employee, or, if not acknowledged, then it shall be removed from the file; provided however, a refusal to sign an acknowledgment at the time the document is issued shall be noted as such and deemed a signed acknowledgment for the purposes of implementing this section.
- 10.5 A signature does not necessarily mean agreement with the contents of the document. It merely indicates receipt of the document.
- 10.6 The unit member may request removal of material from the personnel file that they feel is outdated or derogatory when the materials have been in the file for at least three (3) years. The material requested for removal will be removed unless it is evaluations or material that is required by law to be maintained permanently by the District.

SECTION 11: SALARY, SALARY PAYMENTS

- 11.1 The Salary Schedule for the unit is found in Appendix A.

- 11.2 The updated salary schedule will be posted to the District's website within a week after the Association ratification and Board approval.
- 11.3 Employees eligible for incremental movement on the Salary Schedule due to accrual of experience shall begin receiving the increase starting with the first working day of the new work year. For purposes of incremental movement and accrual of a year's experience, the employee must have been employed in a regular part-time or full-time position prior to January 31 of the preceding year.
- 11.4 Pay warrants will be issued by the last business day of the month.
- 11.5 The administration shall negotiate with the Association over the appropriate wage rate before a newly created position is added to a general job classification or a new classification is added to the schedule.
- 11.6 Placement on salary schedules:
 - a. Transfers from one position to another within a job classification:
 - 1) 3 – 5 years experience = Step 2 placement
 - 2) 6 – or more years experience = Step 3 placement
 - b. Transfers outside of job classification:
 - 1) Will be placed on Step 2
 - c. Transfer to a previously held position:
 - 1) Return to previous placement
 - d. All "like" documented Washington State Public School District experience may be accumulated for the purpose of placement on the salary schedule. Like experience will be determined by District Administration. Each completed year of documented experience will earn a step on the salary schedule.
 - e. Involuntary transfer:
 - 1) If a unit member is involuntarily transferred from a higher paying position to that of a lower paying position, they will retain the original salary. However:
 - a) If a position for which the unit member is qualified becomes available, that is equal to or greater than his/her current (original) pay, he/she has two choices:
 - i) The unit member may voluntarily accept the position if offered; or
 - ii) Choose to stay in the position they currently hold and accept the lower salary.
 - b) If a unit member is involuntarily transferred from a lower paying position to that of a higher paying position, they will retain the original salary for the duration of the school year.
 - i) If a position for which the unit member is qualified becomes available, that is in the same job classification and equal to or greater pay of the position they were involuntarily moved out of, he/she will have to accept that position and salary if it is offered. This would be considered an involuntary transfer.
 - ii) If no position opens, or a position opens at the lower rate of pay, and it is not offered at the conclusion of the school year,

the employee will earn the rate assigned to the position they currently hold.

SECTION 12: HOURS OF WORK AND OVERTIME

Until bargaining is concluded on this section, the District will make every effort to work collaboratively with the unit members and the Association towards a mutually acceptable agreement.

- 12.1 Employees who work more than five (5) hours consecutively shall receive a thirty (30) minute, non-paid, duty free lunch break towards the middle of the shift at a time when normal duties permit; provided however, custodial employees may need to attend to emergencies during their lunch break. If called upon to handle an emergency during their lunch break, the employee will be permitted to receive their break as soon as practicable under the circumstances. Each employee who works at least three and a half (3 ½) hours consecutively shall receive a ten (10) minute paid rest period break for each such block of time.
- 12.2 In the event of a facility's closure by the District due to weather conditions, power failure, lack of water or the like, the employee shall attend to his/her duties as outlined by the employee's administrator. If the employee's school is closed to students only, attendance at work on that day will be discretionary with the administrator. Any hours worked by the employee as directed by the administrator shall be compensated at the employee's hourly rate.

SECTION 13: HOLIDAYS

- 13.1 Holidays. Pay shall be for the regularly scheduled hours, within the work year, of each bargaining unit member. Should the day fall on a Saturday or Sunday, either Friday or Monday shall replace that day.
- 13.2 All regular part-time employee holidays.

Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day
President's Day	Martin Luther King Day
Memorial Day	

13.3 All full-time employee holidays

Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Day after Christmas Day
New Year's Day	Day before or after New Year's Day
President's Day	Martin Luther King Day
Memorial Day	Independence Day

- 13.4 If unit members are called into work on an above mentioned holiday, a time sheet for the actual hours worked shall be submitted for payment. NOTE: In essence, the unit member will have received double time.

SECTION 14: INSURANCE, POOLING AND OTHER BENEFITS

- 14.1 The benefit years starts October 1st and ends September 30th. Insurance premium payments deducted from a paycheck will pay for the next month's coverage. Open enrollment for the District's group insurance programs shall be held annually during the month of September or in enrollment periods designated by the insurance carrier.
- 14.2 The District shall contribute the state insurance benefit allocation per full-time equivalent employee. The District will pay the retiree subsidy to the state.
- 14.3 A full-time equivalent is based upon 1,440 paid hours. Employees whose year is more than 740 paid hours and less than 1,440 paid hours shall receive a prorated amount. The annualized insurance contribution will be divided evenly over the months in the benefit year.
- 14.4 The contribution can be applied toward premiums for classified employees and their eligible dependents. The employer's contribution shall be applied towards dental and vision premiums first. The remainder can then be applied towards medical premiums if desired.
- 14.5 In the event an employee is in a negative net pay situation, medical coverage could be terminated. The District will send an email to the employee regarding possible coverage termination. The employee should contact the District office to discuss possible options.
- 14.6 If an employee becomes eligible for health benefits after the beginning of the year then insurance coverage will be effective the first day of the month after the next regularly scheduled pay day. If an employee terminates employment prior to working the full year, all insurance coverage shall terminate within 60 days.

- 14.7 The District will place 100% of the unused insurance funds in a pool to be used by employees to reduce out-of-pocket premium expenses for basic coverage. All employees eligible for benefits are eligible to participate in the pool. The pooling is calculated from unused health funds, once a year with the October payroll and prorated over the next twelve (12) months. Eligible employees hired after October 10th will not be eligible for the additional pooled insurance benefits.
- 14.8 The District participates in additional optional group insurance plans for the benefit of the employee. These plans can be purchased through employee funded payroll deduction on a monthly basis. Other coverage includes, but may not be limited to: Cancer, long term disability, accident, life, and intensive care.

SECTION 15: TRAINING/IN-SERVICE

- 15.1 Work time spent on District required training, other than professional licensing or certifications as covered by Section 15.5 below, shall be paid at the employee's appropriate hourly rate as required by wage laws.
- 15.2 Regularly scheduled work time spent by the employee in attending employee requested training courses or seminars related to their duties that are pre-approved by the District will be treated as time at work and paid their hourly rate.
- 15.3 Employees assigned to supervise special needs students will be provided work time by their administrator to be oriented on how best to work with the student.
- 15.4 Employees new to a position will be allotted sufficient work time as determined by the administrator to be oriented to the new job.
- 15.5 Unless subject to Section 15.1 above, the employee is responsible for any fees, certificates, health tests or in-service needed to maintain their job qualifications or to achieve a higher level of training to be considered for advancement in duties or classification.

SECTION 16: TRANSPORTATION BENEFITS

- 16.1 Employees required by their job duties to travel in their private vehicle will be reimbursed for such mileage pursuant to the District's Monthly Travel Expense Voucher Procedure.

SECTION 17: BACKGROUND/SECURITY CHECKS

- 17.1 In the event the District requires a State background check or FBI/State fingerprinting of a current employee, the District will be responsible for any required costs to accomplish the security check.
- 17.2 As to prospective hires or applicants, any required security check will be at the applicant's expense unless determined otherwise by the District.

SECTION 18: ASSIGNMENT, TRANSFERS AND VACANCIES

- 18.1 All bargaining unit vacancies shall be publicized to Association members through District e-mail notification for three days with pertinent information and procedures for being considered included. Vacancies, along with a job posting, will be on the District Web page as quickly as possible.
- 18.2 When a vacancy becomes available, the position may be posted in-district and advertised externally simultaneously. However, files of external applicants will not be made available to the interview team for review until unless it is determined that no qualified suitable candidates are available among internal applicants.
- 18.3 The interview team will select the most qualified and suitable candidate; and during the process administrative references will be considered. The interview team will make a recommendation to the Superintendent. The Superintendent's decision is final.
 - a. When two internal candidates have absolutely equal qualifications and suitability, as judged by the discretion of the interview team, for a vacant position the one with the most seniority will be given preference.
 - 1) If neither have seniority in the desired position then District longevity will be considered.
- 18.4 Should an emergency situation arise where a position needs to be filled immediately, the District may temporarily assign the duties until the position is posted and filled using the hiring practices contained herein.
- 18.5 When requested, an internal applicant who is not selected for a position shall receive an explanation from the District.
- 18.6 Prior to selection of an employee for an involuntary transfer, the District shall notify employees within the same position of the potential for an involuntary transfer.
- 18.7 An employee involuntarily transferred due to economic or programmatic reasons shall be given preference for desired voluntary transfers back to the position they were involuntarily transferred from; this preference shall last two years from the date that the involuntary transfer took effect and end if they turn down an assignment, in said position, of equal or greater salary. Nothing contained in this subsection shall grant preference to an employee who was transferred involuntarily for disciplinary or staff morale issues.
- 18.8 No employee will be involuntarily transferred without specific written notice at least ten days prior to the transfer. The transfer decision is subject to reconsideration by the Superintendent provided the transfer is for reasons other than discipline or morale and the employee requests such a reconsideration within five business days of receipt of the notice of involuntary transfer. The employee may be accompanied by an Association representative, if the employee so chooses.

SECTION 19: LAYOFF, REDUCTION OF HOURS AND RECALL

- 19.1. **Layoff:** Layoffs occur when an employee's position is eliminated for economic or programmatic reasons.
- a. In the event of a layoff the District shall release the least senior employee in the position.
 - 1) If the employee has seniority in another position they may bump into another position and the least senior employee in that position may be released or bump into another position for which they have seniority.
 - 2) If the employee has more than one position for which they hold seniority then they will have to bump into the position which includes the least senior employee.
 - b. In no case shall a new employee be hired by the District while there are laid-off employees who are qualified for a vacant or newly-created position.
 - c. The Association and employees working in any position being considered for reduction shall be given notification of possible layoff prior to the meeting where the final decision is made by the Board.
 - d. Laid-off employees shall be placed in a re-employment pool.
 - e. Laid-off employees may continue their health, dental and life insurance benefits in accordance with COBRA.
- 19.2. **Reduction of hours:** A reduction of hours occurs whenever employees' regularly scheduled number of work hours per week is reduced for economic or programmatic needs.
- a. The Association and employees working in any position being considered for reduction of hours shall be given notification prior to the final decision being made.
 - b. In no case shall a reduction of the unit member's work hours take effect until the District gives ten days written notice to the affected employee.
 - c. The District may choose to reduce hours to all employees working within a position in place of laying employees off.
 - 1) Seniority would not apply in this case.
 - 2) If hours were reduced "across the board" in a position, the District will replace reduced hours for those affected employees, in order of seniority, prior to hiring any new employees into positions where cuts occurred for a period of two years. Except in situations where a student(s) requires one on one educational assistant services or when the District needs additional labor hours at specific times and increasing hours would not accommodate student needs.
- 19.3. **Recall:** The process of bringing laid off employees back to work or increasing hours of employees whose hours were previously reduced, within the last two years, due to economic or programmatic needs.
- a. Employees shall remain in the re-employment pool for two years from the date of layoff or reduction.

- b. Employees in the re-employment pool shall be placed back into the position for which their hours were reduced, or they were laid off from, prior to new employees being hired into the District into the position the employee vacated, or when the District needs additional labor hours at specific times and increasing hours would not accommodate student needs.
- c. Employees in the re-employment pool shall be recalled, by seniority, to the position they left or their hours were reduced.
 - 1) The acceptance of a position, if different than the position they held before being laid off or their hours reduced, is considered a voluntary transfer.
 - 2) Any employee on layoff status or reduced hours who rejects an offer of re-employment into a position, for which they are qualified, of equal or greater pay forfeits any and all rights and ties to the District.
 - 3) Any employee on reduced hours who rejects an offer of more hours in a position for which they are qualified, for with equal or more pay, forfeits the rights to additional hours.
- d. In the case of recall, a notice shall be sent by certified mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work.
 - 1) It shall be the employee's responsibility to keep the District notified as to his/her current mailing address and/or phone contact information.
 - 2) If certified mail is returned un-deliverable to the District, then the offer is withdrawn and the employee forfeits any and all rights and ties to the District.
 - 3) A recalled employee shall be given at least twenty days from the date the certified mail was officially postmarked, to report to work or the offer is considered rejected.
- e. The District may fill the position with a substitute on a temporary basis.
- f. Non-bargaining unit employees shall not have the right to fill vacant positions until the re-employment pool is void of employees that have seniority and are qualified in that particular position.
- g. Employees in the re-employment pool will be added to the substitute list.
- h. Employees on layoff shall not accrue, but will retain seniority, during their time in the re-employment pool.

SECTION 20: SENIORITY

- 20.1. Seniority is defined for the purpose of use in:
 - a. Article III Section 18 Assignment, Transfers and Vacancies;
 - b. Article III Section 19 Layoff and Recall; and
 - c. Article IV Section 7.4 Vacation Leave.

- 20.2 Accumulation of Seniority:
- a. The first day that seniority starts to accrue for an employee within a specific position is the hire date into that position.
 - b. The accumulation of seniority is based on the length of time the employee has had uninterrupted service, including any paid leave, within a position.
 - 1) Excludes summer and school year breaks.
 - 2) Seniority is earned on regularly assigned work.
 - 3) Any unpaid service of more than 5 continuous days will not be included in the seniority calculation.
 - c. Seniority does not accumulate until the probationary period has been satisfied and then it is retroactive back to the hire date.
 - d. Substitutes, occasional and leave replacement are not eligible to accumulate seniority.
- 20.3 Employees can earn and retain seniority in more than one position.
- a. The District will maintain seniority records for each employee based upon the employee's first eligible day in each position for which they work throughout the tenure of their employment with the District.
- 20.4 Seniority in a position shall not be lost, but shall not accrue, for the following reasons:
- a. Authorized unpaid leaves of absence;
 - b. Unpaid leaves;
 - c. Involuntary layoff; and
 - d. Transfer away from a position.
- 20.5 Seniority shall be lost by an employee upon resignation, termination or retirement.
- 20.6 In the event of a tie, seniority shall be determined by lot.
- a. The Association and affected employees shall be notified in writing of the date, time, and place of the drawing.
 - b. The drawing shall be conducted by the District openly and at a time and place which will allow affected employees and the Association to be in attendance.
- 20.7 Communicating the Seniority List:
- a. The District shall develop and distribute, electronically to each employee, a seniority list by March 15th of each year.
 - 1) The calculation of seniority will be based on leave taken and time worked through February 28th.
 - 2) Unit members shall have until April 1st to challenge the seniority list. If no challenge occurs the list shall be deemed accurate and final.
 - 3) Challenges to the seniority list shall be made in writing to the office of the Superintendent.
 - 4) A corrected seniority list shall be developed, if necessary, and re-emailed to all unit members by May 1st.
 - b. In the event that a layoff or reduction of hours should occur during the year, the District will update seniority records for potentially affected employees. The District will use this information when making

decisions. The Association's President and the affected employees shall have the right to review the updated seniority information at that time.

SECTION 22: POSITION RECLASSIFICATION REVIEW

- 22.1 A unit member can request a position review not more often than every other year.
- a. Completed applications to request a position review shall be received between November 15th and December 15th.
 - b. The requesting unit member shall provide the Association with the original and the District with a copy of the completed application.
- 22.2 The Position Review Team is comprised of three representatives from the Association and three from the District. The Association President or designee, and the Business Manager or designee, will co-chair the team and be responsible for the team's business.

Eligibility for change shall be based on position assessment and confirmation that significant, primary responsibility levels of a position have changed and have become a permanent part of the job. While each situation will have to be judged on its own merits, a 30% or more change in job responsibility doesn't necessarily justify a position reclassification.

- a. The Position Review Team will schedule a hearing in January for the unit member to present their application and any additional information.
 - b. The Position Review Team shall present their recommendation to the Superintendent before February 1st.
 - c. The Superintendent shall make a decision, and share it in writing with the unit member and the Position Review Team by February 15th.
 - d. Appeal Process: The unit member shall have until February 28th to request a hearing with the Superintendent and the co-chairs of the Position Review Team. No new information shall be considered at this appeal. A hearing for the appeal shall be conducted by March 15th. The Superintendent shall notify the unit member and the co-chairs of the Position Review Team of the final decision by March 30th.
- 22.3 Position determinations that will result in a salary schedule or salary schedule placement change shall be bargained, if they have not been defined in Article III Section 11. Any salary increase shall be effective the following school year.
- 22.4 Nothing in this section shall preclude the District from initiating and implementing position reclassifications at any time. The District is not required to follow the above mentioned process. However, the District is aware that it will need to bargain changes to unit members' working conditions and all salary changes, if not defined in Article III Section 11.

SECTION 23: JOB CLASSIFICATION

A systematic arrangement or grouping according to similarities or characteristics among them.

23.1 **Clerical:** School Secretary, Assistant School Secretary, Food Service Records Clerk, Library Technician, Special Programs Administrative Assistant, Fiscal Assistant, Accounts Payable Clerk

23.2 **Student Support:** Educational Assistant, Educational Assistant – SLP, Educational Assistant – Life Skills, Bus Aide, Duty Aide, Speech Language Pathologist Assistant

23.3 **Technical:** School Nurse, Intervention Prevention Specialist, Translator II

23.4 **Custodial/Maintenance:** Custodian, Buildings/Grounds Maintenance

23.5 **Food Services:** Kitchen Manager, Kitchen Assistant

ARTICLE IV – LEAVES

Leave may only be taken in 30 minute increments.

Except for emergency situations, unit members must complete the absence request form which includes obtaining their administrator's written approval prior to taking leave.

In emergency situations, the unit member is required to contact their administrator as far in advance of their scheduled work as possible.

SECTION: 1: SICK LEAVE

- 1.1 Definition: Sick leave is the necessary absence from duty caused by illness, injury, or medical-related situation.
- 1.2 Sick leave allowance shall be earned at a rate of one (1) working day (4-8 hours) for each full month of service, not to exceed twelve (12) days for each year of service. Sick leave shall be calculated for the position on an annual basis and front loaded to the employee at the beginning of each year, or at the onset of new employment. Should a unit member use accrued (front loaded) unearned leave and then terminates employment, the District may choose to recapture the monetary value of the used unearned leave.
- 1.3 Unused sick leave shall accumulate, from year to year, to a maximum of the number of days in the employee's scheduled work year for leave purposes. (i.e. 186/260 scheduled work day enables an unit member to accumulate 186/260 sick leave days). Reference RCW 28A.400.300(e).
- 1.4 The District may require the unit member to provide a doctor's note solidifying the need to be away from work if five (5) consecutive sick leave days will/have been used.

SECTION 2: FAMILY MEDICAL LEAVE ACT

- 2.1 All employees who qualify under the conditions of the Family and Medical Leave Act may take up to 12 weeks of leave during any 12 month period for qualifying reasons.
- 2.2 State and federal law determine current reasons FMLA may be taken and qualifications an employee must meet to be eligible. Please reference <http://www.dol.gov/whd/fmla/index.htm> for more information.
- 2.3 FMLA hours will be deducted from the employee's accumulated sick leave until all sick leave is exhausted. When all sick leave has been exhausted, vacation leave, if available, may be used. All remaining hours of FMLA will be taken without pay.
- 2.4 To request FMLA leave please complete the District's FMLA request form and submit it to the Business Manager.
- 2.5 Contact the Business Manager or Association President with questions about FMLA.

SECTION 3: ANNUAL SICK LEAVE CASH-OUT

- 3.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous calendar year at a rate equal to one (1) day's monetary compensation for the employee for each four (4) full days of accrued leave for illness or injury in excess of (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.
- 3.2 Leave shared is not available for cash out.
- 3.3 No unit member may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate of excess of one day per month.

SECTION 4: SICK LEAVE CASH-OUT AT RETIREMENT OR DEATH

- 4.1 **Death or Retirement:** At the time of separation from school district employment due to retirement or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued sick leave for illness or injury up to 180 days.
- 4.2 **Termination of Employment at Retirement:** All employees retiring in the same year may elect to cash out unused sick leave. If the group elects to do so, proceeds from such cash-out will be placed into a retirement benefits account.

Eligible employees are:

- a. Employees covered by SERS 3 must be at least age fifty-five and have at least 10 years of service credit.
- b. Employees covered by SERS 2 or PERS 2 must be at least age fifty-five and have at least fifteen years of service credit.

SECTION 5: SICK LEAVE SHARING/DONATION

- 5.1 Unit members are granted the right to donate sick leave or vacation days in order to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the unit member to take leave without pay or terminate his employment.
- 5.2 A unit member who has an accrued sick leave balance of more than twenty-two (22) days is allowed to donate leave to another employee.
- 5.3 Unit members cannot donate sick leave days that would result in a sick leave account going below twenty-two (22) days.
- 5.4 Unit members who have accrued more than ten (10) days of vacation leave may donate to another unit member who is eligible for shared leave.

- 5.5 Unit members cannot donate vacation leave days that would result in his/her vacation leave going below ten (10) days.
- 5.6 The District can authorize a unit member to use up to a maximum of 261 days of shared leave during total District employment.
- 5.7 All forms of paid leave available for use by the recipient must be used prior to using shared leave.
- 5.8 Leave is donated/transferred on an hour-by-hour basis.
- 5.9 Any unused shared leave will be returned to members on a pro-rata basis.
- 5.10 While unit member is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.
- 5.11 All donated leave must be given voluntarily. No unit member shall be coerced, threatened, intimidated or financially induced into donating sick leave. In addition, the names of the individuals who do or do not make donations shall not be published.
- 5.12 Shared Military leave is available to unit members under RCW 38.40.060, RCW 41.04.665.

SECTION 6: SICK LEAVE TRANSFER DISTRICT-TO-DISTRICT

- 6.1 College Place Public Schools will accept the transfer of classified employee accumulated sick leave from other public school districts within the State of Washington.

SECTION 7: VACATION LEAVE

- 7.1 Vacation leave applies to year-round, full-time employees based on their in-district experience.
- 7.2 Vacation leave will be accrued as shown below, but will be calculated and frontloaded at employment and thereafter annually at the beginning of each fiscal year.

Experience in District	Days Allowed/Month	Maximum for the Year
0 - 5 years	1 days	12 days
6 - 10 years	1 1/4 days	15 days
11 - 15 years	1 1/2 days	18 days
16 years on	1 3/4 days	21 days

- 7.3 Vacation time may be requested by eligible employees at times of the employee's choosing. The District is responsible to make every effort to grant vacation requests. Work scheduling and demands may prohibit bargaining unit members' vacation leave requests from being approved.

- 7.4 Vacation requests will be considered on a first come first serve basis. Should more than one employee submit a request for vacation leave at the same time for the same date(s), then seniority will prevail.
- 7.5 All employees must work a qualifying period of six (6) months before being eligible to use vacation leave credit.
- 7.6 Unit members may carry up to 20 days of unused vacation leave from one fiscal year to another. Please remember that due to payroll cutoff being the end of the previous month, leave taken in the month of August will be considered to be taken in the next fiscal year.
- 7.7 The District will compensate a unit member up to a maximum of 30 days of accrued vacation leave upon termination of employment. The rate of compensation of a unit member cashing out vacation leave shall be at the currently hourly rate of pay.

SECTION 8: OTHER LEAVES

- 8.1 **Bereavement Leave:** Each unit member shall be allowed five (5) days per year with full pay for death in the immediate family. Such leave shall not be deducted from sick leave and is non-accumulative. Immediate family is defined as the employee's: spouse, registered domestic partner, father, mother, parents of spouse or registered domestic partner, grandparents, grandparents of spouse or registered domestic partner, children, brother, sister, brothers-in-law, sisters-in-law, grandchildren, aunt, uncle, niece, nephew, or any relative residing in the employee's household. Additional days may be requested by the employee which could be other leave or unpaid leave.
- 8.2 **Jury Duty Leave:** In the event an employee is required to serve as a juror, such unit member shall receive their hourly rate of pay for each hour required to be in court during their scheduled work day. Unit members are required to report to work when two (2) or more hours of work remain prior to or after jury duty. Any remuneration received for such service will be forwarded to the school district, less travel, meal and other bona fide expenses. The employees shall notify the District immediately when notification to serve on jury duty is received.
- 8.3 **Judicial Leave:** In the event that a unit member is required to serve as a co-defendant with the District, or subpoenaed to testify for reasons or events that happened while acting within the scope of their job, such unit member shall receive their hourly rate of pay for each hour required to be in court during their scheduled work day. In the event that a unit member is subpoenaed or required to be in court for reasons or events that fall outside the scope of their job, business or vacation leave will be granted if available, or leave without pay will be allowed.
- 8.4 **Military Leave:** Such leave shall be granted in order that the unit member shall report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be

ordered to active duty or active training duty. Please refer to applicable state, RCW 38.40, and federal laws for guidance.

- 8.5 **Military Caregiver Leave:** Eligible unit member is the spouse, registered domestic partner, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained while in the line of duty. Current applicable state and federal laws will prevail. This leave is considered allowable under FMLA.
- 8.6 **Military Family Leave:** Eligible unit member is the spouse, registered domestic partner, son daughter, parent or next of kin of a covered service member who has been notified of a impending call or order to active duty and before deployment and during a military members leave from deployment. Please refer to applicable state, RCW 49.77, and federal laws for guidance. This leave is considered allowable under FMLA.
- 8.7 **Labor and Industries:**
- a. All employees under this Agreement shall be covered by industrial insurance that is managed by Washington State Department of Labor and Industries for injuries incurred in the course of employment.
 - b. The District belongs to the Southeast Washington Workers Compensation Cooperative Trust that is administrated by ESD #112 All claims questions should be addressed to:
ESD #112 Workers' Compensation Claims Department
2500 NE 6th Ave
Vancouver, WA 98661-6812
(360)750-7504 phone
(360)750-9836 fax
 - c. The cost of such insurance will be borne by the District with the exception of that portion required by law of the employee.
 - d. The procedure for reporting an incident or accident is to notify the appropriate administrator and completing the necessary paperwork as soon as reasonably possible.

SECTION 9: BUSINESS LEAVE

- 9.1 Each classified employee shall be allowed five (5) days (20-40 hours) per year non-accumulative, deducted from sick leave allowance, for employee absence due to emergency, business, professional, household, or personal matters that cannot be attended to outside of working hours.
- 9.2 Prior approval must be given by the administration, with the exception of emergencies.
- 9.3 The applicant shall be required to state the reason for taking the leave from the list as stated in 9.1.

SECTION 10: LEAVE OF ABSENCE

- 10.1 A leave of absence for up to one (1) year without pay or benefits may be granted on a case-by-case basis by the District. Approval or denial of individual leave requests will not establish a precedent.

- 10.2 An employee on an approved leave of absence may contact the District payroll office and their school health insurance company for more information on retaining their benefits. Seniority and leaves will not accrue during a leave of absence.
- 10.3 A bargaining unit member shall inform the Superintendent by March 15 of their intent to return to employment for the following school year. Failure of the employee to notify the District of his/her intent to return shall be deemed a voluntary resignation. The District will maintain the seniority and salary rights of the employee during the period of leave.

SECTION 11: LEAVE WITHOUT PAY

- 11.1 An unpaid absence from work may be taken when the employee does not have any qualifying leave.
- 11.2 A request for leave without pay must be made in writing, via the absence form process, at least (3) days before the approved leave is to begin.
- 11.3 In the event of an emergency or sickness, it is understood that unpaid leave may be taken prior to approval. Employees are expected to contact their administrator as soon as possible.
- 11.4 Prior approval of the Administrator and the Superintendent is required. Taking unapproved leave without pay is grounds for disciplinary action.
- 11.5 Leave without pay shall be deducted at the employee's regular hourly rate. This leave is a leave without benefits. Employees who take leave without pay should contact the payroll office for an explanation of how this impacts their benefits.
- 11.6 Seniority and leaves will not accrue during a leave without pay.
- 11.7 Leave without pay is a discretionary benefit given by the administration. Approval or denial of individual requests will not establish a precedent.

SECTION 12: ASSOCIATION LEAVE

- 12.1 Leave for work of the Association will be granted as requested, by the Association President, to carry out Association leadership responsibilities under RCW 41.59 as long as the amount of leave and timing does not negatively impact the District's work. Leave for this purpose shall be granted to the Association member(s) upon request of the Association President via the use of a leave form with the Superintendent's approval noted. The Association shall reimburse the District for substitute costs, provided a substitute is hired.
- 12.2 The District shall bear the cost of substitutes, when hired, in instances where the District plans meetings, as prescribed in the collective bargaining agreement pertaining to grievances, during the work day.

ARTICLE V – GENERAL WORKING CONDITIONS

SECTION 1: SCHOOL CLOSURE AND DELAYED OPENING

1.1 School Closure:

In the event that it becomes necessary to close school(s) because of inclement weather, emergencies, or other unforeseen events, the District administration shall notify appropriate media through whatever process it normally uses at the earliest possible time.

1.2 Delayed Opening:

- a. In the event that the District administration decides to delay the opening of school, employees shall report as close as possible to their regular start times.
- b. It shall be the responsibility of each unit member to contact their building administrator as early as possible if the member will be late for their scheduled start time.
- c. If late arrival is not connected to the purpose of the delayed start, then flextime or leave needs to be arranged with prior approval.

1.3 Early Release:

- a. All bargaining unit members need permission from their building administrator before arriving late or leaving their work site early.
- b. On school closure days when student transportation is an issue usually it is only the EAs and kitchen staff that are released.
- c. Employees may speak with their building administrator to create a plan to protect their health and safety in all events as itemized in 1.1.

1.4 Compensation and Benefits:

On workdays when school is not in session due to circumstances listed in 1.1 above:

- a. As long as the make-up day is worked, employees that have jobs directly related to students will not suffer loss of earnings.
- b. If not required to be at work, employees in maintenance, custodial, secretarial, or clerical jobs will have the option to maintain their compensation by re-arranging their work calendar, using flextime or leave as arranged with prior approval of their administrator.
- c. If employees are at work when school is closed for the day, they will be compensated at their correct rate of pay for the time worked.

1.5 Make-up School Days:

The scheduling of make-up days shall be accomplished with input by the Association.

SECTION 3: FACILITIES

- 3.1 If an employee's duties require the necessity of keys to District buildings to complete their job, they will be assigned those keys necessary to accomplish the required tasks. The employee must relinquish any such keys when requested by the District or upon resignation or termination.

The employee must not allow the key to be duplicated or allow use outside of the purpose it was originally intended.

3.2 The District is responsible for providing computer workstation access for District email purposes. If a workstation is not readily available during the normal course of an employee's work schedule in the surrounding area then the District will provide one.

3.3 The District is responsible for providing a safe work environment.

SECTION 4: EMPLOYEE IMMUNIZATION

4.1 The District shall follow the rules and policies established by the Department of Labor and Industries and the state and local Health Departments regarding employee immunizations.

SECTION 5: HIV / AIDS

5.1 The District and Association agree to abide by RCW's.

RCW 49.60.180 Unfair Practices of Employers

RCW 49.60.174 Evaluation of Claims of Discrimination

RCW 49.60.172 Unfair Practices with Respect to HIV and Hepatitis C

ARTICLE VIII – GRIEVANCE PROCEDURES

SECTION 1: DEFINITIONS

- 1.1 A grievant shall mean an individual or group of individuals who are alleging that a grievance has occurred, or the Association when maintaining the integrity of this collective bargaining agreement.
- 1.2 A grievance shall mean a written statement by a grievant asserting that a dispute or disagreement over the interpretation or application of the terms and/or rights of this Agreement exists.
- 1.3 Day shall mean Monday thru Friday, excluding legally observed holidays. Time lines may be extended by written mutual agreement.
- 1.4 In order for a written statement to be deemed a valid grievance, the statement must be submitted at the appropriate step of the grievance procedure within thirty (30) days following the time when the grievant knows, or could reasonably have, of the act or condition which is the basis of the grievance.

SECTION 2: RIGHT TO REPRESENTATION

- 2.1 At least one (1) Association representative may be present for any meetings, hearings, or other proceedings relating to a grievance, subject to the grievant's request.
- 2.2 If, in the judgment of the Association, a grievance involves more than one grievant and different administrators and the dispute could be more efficiently processed by combining the issues in one grievance statement, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Step 2.
- 2.3 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

SECTION 3: INDIVIDUAL RIGHTS

- 3.1 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement.
- 3.2 A grievant can be represented at Steps 1 and 2 of the grievance procedure by themselves, or at their option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views as to the collective bargaining agreement and its enforcement.

SECTION 4: PROCEDURE

Step 1 - Within thirty (30) days following knowledge of the act or condition, or reasonably should have know of such, whichever comes first, which is the basis of the complaint, the grievant may present the grievance in writing to their administrator. The administrator who receives the grievance will arrange for a meeting to take place with the grievant, and any representative, within ten (10) days after receipt of the grievance to attempt to reach resolution. Within ten (10) days after the meeting, the administrator shall provide the grievant with a written statement as to the meeting's outcome. Such statement shall include the reasons upon which the outcome was based.

Step 2 – If a satisfactory outcome is not reached, the grievant may, within ten (10) days, submit the grievance to Step 2. The grievance to be submitted to Step 2 shall be referred to the Superintendent or designee. The Superintendent or designee shall arrange for a meeting with the grievant and any grievant-requested Association representative. The meeting shall take place within ten (10) days of receipt of the Step 2 submission. Upon conclusion of the meeting, the Superintendent or designee will have ten (10) days to provide a written decision, together with the reasons for the decision.

The Association will make the decision on whether a grievance moves forward from Step 2 to Step 3.

Step 3 - Binding Arbitration: If the Association is not satisfied with the disposition of the grievance at Step 2, the Association can submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association or Federal Mediation Conciliation Services or the Public Employment Relations Commission in accord with the Agency's rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate; provided, however, the arbitrator shall lack the authority to alter, amend or otherwise add to the collective bargaining agreement, its terms or provisions, or render a decision in conflict with the law. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

OR

(Option) Expedited Arbitration Procedure: The Association may request of the District that a matter be processed via an agency's expedited grievance procedure. Upon mutual agreement the dispute will be processed as an "expedited arbitration."

SECTION 5: ARBITRATION COSTS

5.1 The costs for the services of the Arbitrator, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room, will be borne equally by the parties. All other costs will be borne by the party incurring them.

SECTION 6: NO REPRISALS

6.1 Employees shall not suffer any reprisals from either the District or the Association because of participation in a grievance proceeding.

SECTION 7: COOPERATION

7.1 The parties shall cooperate in processing grievance disputes.

SECTION 8: RELEASE TIME

8.1 Should the investigation or processing of any grievance require that an employee or an Association representative be released by the District from their regular assignment, the employee shall be released without loss of pay or benefits.

SECTION 9: GRIEVANCE/ARBITRATION FILES

9.1 All documents, communications, and records dealing with the processing of a grievance or arbitration shall be kept separately from the personnel files.

SECTION 10: SUGGESTED STATEMENT OF GRIEVANCE

10.1 See sample letter in the Appendix.

ARTICLE XI – DURATION

SECTION 1: EXPIRATION

- 1.1 This Agreement shall take effect on September 1, 2010. The Agreement will be effective until August 31, 2013.
- 1.2 This Agreement must be ratified by the Association and approved by the Board.
- 1.3 The effective date of this Agreement and any successor Agreement shall be the day after the termination date of the previous Collective Bargaining Agreement and all benefits included in the new Agreement, including wage or salary increases, shall accrue beginning with such effective date, unless the successor Agreement specifies.

SECTION 2: CONTINUING CONTRACT NEGOTIATIONS

The Association and District can each bring any 5 sections to be bargained during the 2010-2011 year and again during the 2011-2012.

Signed this _____th day of _____, 2010.

FOR THE ASSOCIATION:

Signature	Title	Date
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Signature	Title	Date
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FOR THE DISTRICT:

Signature	Title	Date
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Signature	Title	Date
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College Place School District No. 250
2010 - 2011 Classified Salary Schedule (No COLA)

Position	Step 1 0 yrs	Step 2 1 yr	Step 3 2 yrs	Step 4 3 yrs	Step 5 15 yrs
Accounts Payable Clerk	15.11	15.78	16.44	17.08	17.67
Assistant School Secretary	11.58	12.30	13.20	13.77	14.48
Building/ Grounds Maintenance	15.08	15.73	16.38	17.00	17.81
Bus Aide	11.30	12.03	12.91	13.45	14.17
Custodian	14.08	14.73	15.38	16.00	16.81
Duty Aide	10.01				
Educational Assistant	11.30	12.03	12.91	13.45	14.17
Educational Assistant - Life Skills	11.50	12.23	13.11	13.65	14.37
Educational Assistant - SLP	11.30	12.03	12.91	13.45	14.17
Fiscal Assistant	16.13	16.82	17.49	18.16	18.54
Food Service Kitchen Manager	12.36	12.87	13.28	13.53	14.31
Food Service Kitchen Assistant	10.35	10.52	10.70	10.75	11.12
Food Service Records Clerk	12.36	12.87	13.28	13.53	14.31
Intervention / Prevention Specialist	16.23	17.04	17.79	18.16	18.71
Library Technician	11.30	12.03	12.91	13.45	14.17
School Nurse	18.28	18.86	19.72	20.28	20.86
School Secretary	14.08	14.73	15.38	16.00	16.81
Speech Language Pathologist Assistant	15.27	16.07	16.92	17.81	18.75
Special Programs Admin Assist	14.08	14.73	15.38	16.00	16.81
Translator II	14.08	14.73	15.38	16.00	16.81
Educational Hourly Incentive	15 - 29 Credits	30-44 Credits	45 - AA Credits	AA Degree	BA (+) Degree
	0.10	0.15	0.20	0.25	0.30

1. Credits = quarter credits or equivalent semester credits and clock hours (10 clock hours = 1 quarter credit)
2. Individuals who have completed work on an approved Associate Arts Degree or Bachelor's Degree or have earned enough credits to qualify for the hourly incentive must file a request by providing official transcripts to the Business Office on or before September 15th.
3. The educational hourly incentive applies to all classified job positions.
4. All credits must be job related and receive prior approval by the District.
5. Educational hourly incentive is not subject to any COLA's.

EVALUATION REPORT COMMENTS Page 2

Page 2 is completed as applicable and included as part of the evaluation of _____ dated _____ (employee).

If employee has received a 1 or 2 rating, the Collective Bargaining Agreement requires the following process be followed:

“2” ratings will receive additional administrative support and guidance to improve performance.

1. Date _____ 1st meeting will discuss desired outcomes.
2. Date _____ 2nd meeting will discuss progress towards desired outcomes.
3. Date _____ 3rd meeting will/may conclude discussion regarding progress

“1” ratings will receive additional administrative support and guidance to improve performance.

1. Date _____ 1st meeting will discuss desired outcomes; will include the superintendent and/or his designee and Association representation.
2. Date _____ 2nd meeting will discuss progress towards desired outcomes; will include the superintendent and/or his designee and Association representation.
3. Date _____ 3rd meeting will discuss progress towards desired outcomes
4. Date _____ 4th meeting will discuss progress towards desired outcomes
5. Date _____ 5th meeting will discuss progress towards desired outcomes
6. Date _____ Within 1 week of the 5th meeting a re-evaluation of performance will be completed and given to the employee. The re-evaluation will be based on performance since the last evaluation. If the result of the re-evaluation shows:
 - a. a 3, or above, rating; the process will be considered complete;
 - b. a 2 rating is given (showing progress), then 3 additional meetings to discuss progress towards desired outcomes will happen after which another re-evaluation will be completed; or
 - c. a 1 is received for a second time, then termination will be the result.

Performance Category	Rating	Comments

On _____, this page has been reviewed by both parties,
(Date)

Employee’s Signature

Evaluating Administrator’s Signature

Notice of Grievance

Date: _____

From: _____

Position: _____ Building: _____

To: Tim Payne, Superintendent
College Place School District #250
1755 S. College Avenue
College Place, WA 99324

Brief Description of issue leading to this grievance:

Date of Issue: _____

Facts: (What happened?)

Related Policies: (Related to Grievance, Collective Bargaining Agreement, Handbook, Board Policies, state laws)

Remedy: (What should be done to rectify the situation)

Sincerely,

3. Explain how these new job duties have increased the level of responsibility in your job.

4. What new skills, if any, have you acquired to perform the new responsibilities? (On the job training, classes, certificates, etc.)

5. If you wish to present additional information about your job, attach additional sheets.

I have read the instructions and to the best of my knowledge, I believe the information presented here is accurate and complete.

Signature of Employee

Date

Send this form to the President of the Association and a copy to the District's Business Manager.

